

RECORDATION NO. 15063-18 Filed & Recorded

ITEL APR 15 1987 3-1 5 PM
INTERSTATE COMMERCE COMMISSION

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

April 1, 1987

No. 7-105A076
Date APR 15 1987
Fee \$ 10.00

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

ICC Washington, D. C.

Re: Amendment No. 1, dated as of February 24, 1987, to the Security Agreement, dated as of September 30, 1986, between Itel Rail Corporation and Heller Financial, Inc.

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in six (6) counterparts, is hereby submitted for filing and recording pursuant to U.S.C. §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Security Agreement dated September 30, 1986, between Itel Rail Corporation and Heller Financial, Inc., which was filed with the ICC on October 7, 1986, and given Recordation No. 15063.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Borrower)
55 Francisco Street
San Francisco, California 94133

Heller Financial, Inc. (Secured Party)
200 North LaSalle Street
Chicago, Illinois 60601

This Amendment replaces Subsection 2.2 in its entirety and substitutes a new Subsection 2.2, which clarifies and regularizes the updating of certain equipment schedules to reflect remarking of equipment.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

:ps
Enclosures

100 OFFICE OF
THE SECRETARY
APR 15 3 10 PM '87
MAIL OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

4/16/87

OFFICE OF THE SECRETARY

Patricia Schumacker
Itel Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/15/87 at 3:15pm, and assigned recordation number(s). 15063-B

Sincerely yours,

Noreta R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

AMENDMENT NO. 1,
DATED AS OF FEBRUARY 24, 1987,
TO THE SECURITY AGREEMENT,
DATED AS OF SEPTEMBER 30, 1986,
BETWEEN ITEL RAIL CORPORATION
AND HELLER FINANCIAL, INC.

RECORDATION NO. 15063-844
APR 15 1987 3-1 5 PM
Filed & Recorded
INTERSTATE COMMERCE COMMISSION

WHEREAS, Itel Rail Corporation ("Borrower") and Heller Financial, Inc. ("Lender") entered into certain financing arrangements evidenced by various and sundry instruments and documents including, without limitation, that certain Security Agreement dated as of September 30, 1986 (the "Security Agreement"); and

WHEREAS, the Borrower and Lender wish to amend subsection 2.2 of the Security Agreement;

NOW, THEREFOR, the parties agree as follows:

1. All capitalized words and phrases used herein shall have the same meanings as the meanings ascribed to such terms in the Security Agreement.
2. Subsection 2.2 of the Security Agreement is hereby amended, effective as of February 24, 1987, by deleting the same in its entirety and by substituting the following therefor:

2.2 Further Assurances. At any time or times hereafter at the request of the Lender, the Borrower shall execute and deliver, all financing statements, security agreements, amendments thereto, or other documents and pay the cost of filing or recording the same in all public offices deemed necessary by the Lender, as the Lender may request, in a form satisfactory to the Lender, to perfect and maintain the security interests in the Collateral granted by the Borrower to the Lender or to otherwise protect and preserve the Collateral and the Lender's security interests therein or to enforce the Lender's security interests in the Collateral. Should the Borrower fail to do so, the Lender is authorized to sign any such financing statements or other documents as the Borrower's agent. The Borrower shall make appropriate entries upon its books and records disclosing the Lender's liens and security interests in the Collateral. The Borrower

shall not remark any item of Rolling Stock with new or different identification numbers or otherwise alter any item of Rolling Stock in a manner such that the description of such item of Rolling Stock contained herein, or in any lease assignment or any other financing statement or security agreement would become inaccurate, except for remarking performed in the ordinary and regular course of the Borrower's business; provided that with respect to remarking performed in the ordinary and regular course of the Borrower's business, the Borrower shall identify to the Lender in the format of the Borrower's regular records those items of Rolling Stock which have been remarked together with the new identification numbers for such items of Rolling Stock on a quarterly basis upon the Borrower's obtaining knowledge of the foregoing, but in no event later than the date which is substantially contemporaneous with the completion of the remarking of any distinct group of Rolling Stock, and the Borrower shall cause Exhibit A hereto to be amended quarterly to reflect such remarking at such times as may be reasonably requested by the Lender but in no event later than thirty (30) days following the close of any quarter in which Borrower has remarked or obtained knowledge of the remarking of Rolling Stock pursuant to the terms of this subsection 2.2.

3. Except as amended hereby, the Security Agreement is hereby affirmed, confirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, all as of the date first above written.

ITEL RAIL CORPORATION

By: DP Hayes
Title: President

HELLER FINANCIAL, INC.

By: Colleen G. Palmer
Title: Asst. Vice President

ACKNOWLEDGMENT

The undersigned hereby acknowledges, agrees and consents to the foregoing and does hereby ratify, confirm and affirm all of the various, and sundry instruments, documents and agreements it has executed and delivered to Lender with respect to the obligations of Borrower to Lender, including, without limitation, the Guaranty of Itel Corporation dated as of the 30th day of September 1986.

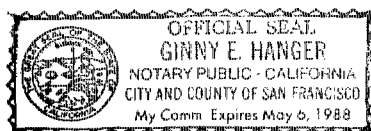
ITEL CORPORATION

By *J. E. KT*
Title *Dr. V.P. General Counsel*
+ Secretary

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

SS.

On the 24th day of February, 1987 before me personally came Desmond P. Hayes to me known, who, being by me duly sworn, did depose and say that he is the President of Intel Rail Corporation, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Intel Rail Corporation; and that he signed his name thereto pursuant to like authority.



Ginny E. Hanger
Notary Public

STATE OF Illinois
COUNTY OF Cook

SS.

On the 26 day of March, 1987 before me personally came Colleen A. Palmer to me known, who, being by me duly sworn, did depose and say that he is the Asst. Vice President of Heller Financial, Inc., one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of Heller Financial, Inc.; and that he signed his name thereto pursuant to like authority.



Linda Ward
Notary Public

STATE OF Illinois
COUNTY OF Cook

)
)
)
SS.

On the 20th day of March, 1987 before me personally came
James E. Knox to me known, who, being by me duly sworn, did
depose and say that he is the Sr. V.P., General Counsel & Secretary of
Utel Corporation, one of the parties described in and which
executed the above instrument; that the execution of the above instrument was duly
authorized by the board of directors of Utel Corporation; and
that he signed his name thereto pursuant to like authority.

Marilyn M. Quinlan
Notary Public

